

LEASE AGREEMENT

BETWEEN

EUJODO, LTD.

AND

BTDI JV, LLP

Fully  
executed

Sendero

Main

Sept 2018

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## LEASE AGREEMENT

### ARTICLE I. BASIC LEASE PROVISIONS AND LIST OF EXHIBITS

#### I.1 Basic Lease Provisions

- (a) DATE OF THIS LEASE: July\_\_\_\_, 2018
- (b) LANDLORD: EUJODO, LTD., a Texas limited partnership
- (c) ADDRESS OF LANDLORD FOR NOTICES:

EUJODO, LTD.  
c/o Jones Lang LaSalle Brokerage, Inc.  
9601 McAllister Freeway, Suite 100  
San Antonio, TX 78216

- (d) TENANT: **BTDI JV, LLP**

- (e) ADDRESS OF TENANT  
FOR NOTICES: 7220 Louis Pasteur  
Suite 115  
San Antonio, TX 78229

- (f) TENANT'S TRADE NAME: Touchstone Medical Imaging;  
Sendero Imaging Medical Center

- (g) LEASED PREMISES: An area of approximately 11,338 square feet of Floor Area within the Center, located as shown on Exhibit "A" hereto.

- (h) ADDRESS OF THE PREMISES: 7220 Louis Pasteur, Suite 115  
San Antonio, TX 78229

- (i) LEASE TERM: (See Article II) The Term of this Lease shall commence on the Commencement Date and shall terminate on the last day of the sixtieth (60<sup>th</sup>) full calendar month thereafter unless sooner terminated in accordance with the provisions of this Lease.

- (j) COMMENCEMENT DATE: November 1, 2018

- (k) MINIMUM RENT:

<u>Period</u>	<u>Rent Rate/SF</u>	<u>Monthly Rent</u>
1-12	\$19.00	\$17,951.83
13-24	\$19.50	\$18,424.25
25-36	\$20.00	\$18,896.67
37-48	\$20.50	\$19,369.08
49-60	\$21.00	\$19,841.50

- (l) PROJECTED COMMON AREA MAINTENANCE FEE: \$1.97 SF/YR

- (m) SECURITY DEPOSIT: \$8,038.25. Landlord will return \$8,038.25 of \$16,076.50 currently held on deposit and require no new monies to be provided (See Section 3.5)

- (n) PREPAID RENT: First months rent shall be due on the Commencement Date (See Section 3.3)

- (o) PROJECTED INSURANCE CHARGE: (See Section 10.3) \$0.38 SF/YR

- (p) PROJECTED TAX CHARGE: (See Section 16.3) \$3.97 SF/YR

(q) PYLON SIGN CHARGE: (See Section 8.2 and Exhibit "D"): \$0.00 per month, subject to Exhibit "D")

(r) CONSTRUCTION ALLOWANCE: (See Exhibit "F") Subject to the terms set forth in Exhibit F, Tenant shall accept the Premises in as-is condition.

(s) PERMITTED USE: (See Article V) Diagnostic imaging center

(t) NAME AND ADDRESS OF GUARANTOR: N/A

(u) INITIAL FIXED MONTHLY RENT :

Minimum Rent; .....	\$17,951.83
Common Area Maintenance Fee; .....	\$1,861.32
Insurance Charge; .....	\$359.04
Tax Charge; .....	\$3,750.99
Pylon Sign Charge (See Exhibit "D"); and .....	\$0.00

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Initial Monthly Payment Total ..... \$23,923.18

(v) Tenant's Pro Rata Share of the Center: 23.89%

(w) Brokers. If Tenant is represented by a broker who is designated below, Landlord agrees to pay such broker a commission pursuant to a separate Brokerage Agreement between Landlord and such broker only. Landlord and Tenant do hereby indemnify each other from and against any claim of any broker by, through or under Landlord. Any commissions to be paid to Landlord's Broker or Tenant's Broker as provided herein are collectively referred to as the "Leasing Commissions."

Landlord's Broker: Jones Lang LaSalle Brokerage Inc.

Tenant's Broker: Landry Commercial Real Estate Services

## 1.2 Significance of Basic Lease Provisions.

In the event of any conflict between the Basic Lease Provisions and the balance of this Lease, the latter shall control. Each of the terms contained in the Basic Lease Provisions shall be construed in conjunction with the remainder of this Lease, in particular, the referenced portions thereof.

1.3 List of Exhibits. The exhibits listed below as being part of this Lease are attached to and are to be construed as part of this Lease. Landlord and Tenant shall perform their respective obligations stated in such Exhibits.

<u>  X  </u>	"A"	Plan of Premises
<u>  X  </u>	"A-1"	Legal Description
<u>  X  </u>	"B"	Term of Lease
<u>  X  </u>	"C"	Sign Criteria
<u>  X  </u>	"D"	Pylon Sign

<u>        </u>	"E"	Guaranty
<u>    X    </u>	"F"	Work Agreement
<u>    X    </u>	"F-1"	Schematic Space Plan
<u>    X    </u>	"G"	Tenant's Work
<u>    X    </u>	"G-1"	Demising Work
<u>    X    </u>	"H"	Parking

## ARTICLE II. LEASED PREMISES; TERM; CONSTRUCTION

II.1 Landlord hereby leases and demises to Tenant and Tenant hereby accepts from Landlord on the terms set forth herein, the Leased Premises together with all appurtenances specifically granted in this Lease, including the nonexclusive license to use the Common Areas as set forth in Section 4.1. Landlord, without limiting its rights hereunder, (a) retains and excludes from this demise (i) the exterior faces of the walls of the Leased Premises, (ii) the roof and, as applicable, the area, if any, between the ceiling or drop ceiling and the floor or roof above and (iii) the land under the Leased Premises or, in the case of a Store on an upper level, the lower surface of the floor slab of such upper level, and (b) reserves unto itself the right to install, connect, maintain, use, repair, remove, relocate and replace the Utility Facilities located in the Leased Premises, in locations which will not materially interfere with Tenant's use of the Leased Premises.

II.2 Notwithstanding anything to the contrary contained in the body of this Lease or the Exhibits hereto, Landlord hereby reserves the right to make such reasonable modifications to the various components (including without limitation Common Areas and any kiosks) of the Center as Landlord shall deem desirable for the benefit of the Center and to construct one or more additional buildings in the Center which need not be limited to retail store uses, and to document such modifications by amending the Exhibits hereto; provided, however, that (a) the Leased Premises shall be in the location and of the approximate dimensions shown on Exhibit "A" and (b) Tenant's Minimum obligations hereunder shall not increase as a result of such changes. If the Landlord shall so modify any Exhibit hereto, Tenant shall, within 10 days after tender by Landlord, execute, acknowledge and deliver a document accepting such modifications and substituting the revised Exhibit for the applicable Exhibit;

II.3 Tenant shall have and hold the Leased Premises for the Lease Term set forth in Section 1.1(i), unless sooner terminated as hereinafter provided.

II.4 Tenant has inspected the Leased Premises, is familiar with its condition and accepts same in its present condition. In accordance with the attached work agreement.

II.5 On or before taking occupancy of the Premises, Tenant shall execute Landlord's standard form "acceptance letter." Any entry onto or use of the Premises by Tenant prior to the Commencement Date shall be governed by all of the terms and provisions of this Lease, except those requiring payment of Rent specified in Section 3.2(a) through (g).

II.6 Notwithstanding anything herein to the contrary, if the Leased Premises are Ready for Occupancy on the Effective Date of this Lease and if any present tenant or occupant of the Premises holds over, and Landlord cannot acquire possession of the Leased Premises prior to the Commencement Date, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Leased Premises at such time as Landlord is able to tender same and, in such event, the date of such tender by Landlord shall be deemed to be the Commencement Date.

## ARTICLE III. RENT AND SECURITY DEPOSIT.

III.1 The Rent specified in Section 3.2(a) through (g) shall accrue hereunder from the Commencement Date.

III.2 Tenant promises and agrees to pay to Landlord by mail or in person at the address of Landlord as set forth in Section 1.1(c), or such other place as Landlord may from time to time designate in writing, the following Rent:

- (a) Minimum Rent as set forth in Section 1.1(k);

- (b) The Common Area Maintenance Fee as set forth in Section 4.3;
- (c) The Insurance Charge as set forth in Section 10.3;
- (d) The Tax Charge as set forth in Section 16.3;
- (e) The Pylon Sign Charge set out in Section 1.1(q) and Exhibit "D"; and
- (f) All other sums and charges due by Tenant to Landlord under the terms of this Lease.

III.3 Except as otherwise provided herein, all Rent shall be due and payable monthly, in advance, without demand, notice or setoff, on the first day of each month during the Lease Term, and any extensions thereof. In the event any installment of Rent is not received within **five** days after the date on which such amount is due, Tenant shall pay additionally an administrative late charge of five percent of the amount past due plus the amount of any attorneys' fees incurred by Landlord in connection therewith for each such late payment. Tenant shall also pay an administrative charge of \$100.00 for each check returned unpaid for any reason. Landlord may at any time, upon written notice to Tenant, require that (until further notice) all payments of Rent be made by certified or cashier's check. The first month's Rent and other charges or fees shall be prorated from the Commencement Date through and including the last day of the month in which the Commencement Date occurs and shall be paid in advance on the Commencement Date. Contemporaneously with the execution of this Lease by Tenant, Tenant shall pay to Landlord the Prepaid Rent (in the amount set forth in Section 1.1(n)) which shall be applied to the Rent for the first full month of the Term.

III.4 If at anytime, and regardless of whether the Premises are located in a building not constructed on the Effective Date of this Lease, there is a dispute as to the Floor Area of the Premises, the written determination of Landlord's architect or construction manager as to Floor Area shall be binding upon both parties hereto. In the event the Floor Area as determined by Landlord's architect or construction manager differs from the Floor Area set forth in the Section 1.1(g), the Minimum Rent to be paid by the Tenant shall be adjusted to the figure obtained by multiplying the exact square footage of Floor Area in the Premises by the rental per square foot of Floor Area indicated in Section 1.1(j). If this calculation produces a monthly Minimum Rent that is different than that set forth in Section 1.1(j), the monthly Minimum Rent as determined by this Section shall control.

III.5 Tenant previously has deposited with Landlord the sum of \$16,076.50. Landlord has agreed to refund the Tenant half of the total amount of the current deposit, in the amount of \$8,038.25. Landlord will retain the other \$8,038.25, and such will be referred to as the "Security Deposit" herein. If Tenant shall fail to pay any installment of Rent when due, said Security Deposit may, at the option of Landlord, be applied to any such sums due and unpaid, and if Tenant violates any of the other terms, covenants and conditions of this Lease, said Security Deposit may be applied to any damages suffered as a result of Tenant's default to the extent of the amount of the damages suffered. Should any of the Security Deposit be used to pay sums due for any reason, and if this Lease is kept in full force and effect at the option of Landlord, Tenant shall reimburse Landlord the amount of such depletion, within 10 days after notice to Tenant by Landlord of such depletion. Nothing contained in this Section shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article XVII or by law or in equity. Should Tenant comply with all of the terms, covenants and conditions of this Lease, and promptly pay all of the Rent herein provided as it falls due, at the end of the Lease Term the Security Deposit shall be returned to Tenant in full (but without interest) within 30 days after Tenant requests in writing the return of the Security Deposit, which request shall include the forwarding address of Tenant and the warranty and representation of Tenant (and the officer, partner or agent signing on behalf of Tenant) that Tenant has fulfilled all of its obligations hereunder. Landlord may deliver the Security Deposit to the assignee of Landlord's interest in the Premises in the event that such interest be sold or assigned, and thereupon Landlord shall be discharged from further liability with respect to such Security Deposit.

#### ARTICLE IV. COMMON AREA.

IV.1 Landlord shall operate and maintain the Common Area in such manner as Landlord in its sole discretion determines to be in the best interests of the Center. Landlord reserves the right at its sole discretion to change from time to time the size, dimensions and location of the Common Area as shown on Exhibit "A," including without limitation, the entrances, exits, lanes, size, boundaries and location of the parking areas; and the size, dimensions, identity and type of any building(s) shown on Exhibit "A"; and has the further right to construct any structure, temporary or permanent, on any part of the Common Area without the consent of the Tenant subject to no restriction except that without the prior consent of Tenant (subject to the provisions of Articles XIII and XIV hereof), there shall be no material impairment of the size and dimension of the Premises. So long as Tenant is not in default hereunder, Tenant and its Permittees shall have the nonexclusive license to use the Common Area as constituted from time to time in common with Landlord, other tenants of the Center and other persons entitled to use the same, which license shall be subject to reasonable rules and regulations as Landlord may from time to time prescribe. Tenant shall not solicit any business within the Common Area or take any action that would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations, or as otherwise provided herein.

IV.2 The use of the Common Area by employees of Tenant may be restricted by Landlord from time to time. Landlord shall have the right, but not the obligation, to maintain and operate lighting facilities on all the parking areas and to police all the parking and other Common Area, including, without limitation, the right to discourage non-customer parking, to designate and regulate employee parking areas, and to do and perform such other reasonable acts with respect to the Common Area as in the judgment of Landlord and Landlord's counsel may be legally necessary, including temporarily closing any part of the Common Area to prevent a dedication thereof to the public or to prevent the public from obtaining prescriptive rights. So long as Tenant is not in default of the terms or conditions of this Lease, in the event the parking areas become overcrowded and at Tenant's reasonable request, Landlord shall designate four (4) parking spaces in close proximity to Tenant's front entrance for Tenant's exclusive use as designated.

IV.3 Tenant shall pay to Landlord, monthly, in advance, on the first day of each month, one-twelfth of the Common Area Maintenance Fee. Landlord shall have the right, exercisable by Landlord giving written notice to Tenant from time to time during the Lease Term, to estimate the Common Area Maintenance Fee (based upon Landlord's estimation of the Common Area Expenses) payable by Tenant for the future fiscal period indicated by Landlord, whereupon, commencing on the future date during the Lease Term indicated by Landlord, Tenant shall pay Landlord on the first day of each month, in advance, the monthly charge so indicated by the Landlord. Periodically, during the Lease Term, Landlord shall compute and determine the actual Common Area Expenses for the relevant prior fiscal period established by Landlord. Landlord shall give Tenant notice of such Common Area Expenses and notice of Tenant's actual Common Area Maintenance Fee with respect to such period. If Tenant's actual Common Area Maintenance Fee with respect to such period exceeds the amount therefor previously paid by Tenant, Tenant shall pay Landlord the deficiency in each such case within 30 days following notice from Landlord; however, if the aforesaid amount previously paid by Tenant towards Tenant's actual Common Area Maintenance Fee is in excess of Tenant's actual Common Area Maintenance Fee with respect to such period, then the balance thereof shall be returned to the tenant; except that any amounts remaining at the termination of this Lease shall be offset against any amounts then owing by Tenant to Landlord under any of the terms of this Lease, and any remaining net surplus shall then be refunded by Landlord to Tenant. In no event shall annual Common Area Expenses increase by more than five percent (5%) over the immediate past year's Common Area Expenses. Tenant reserves the right to audit the Common Area Maintenance fee with written notice to landlord within 45 days after receiving the notification of actual costs.

#### ARTICLE V. USE AND CARE OF PREMISES.

V.1 The Premises shall be used and occupied by Tenant only for the Permitted Use under Tenant's Trade Name, and for no other purpose or use, and under no other trade name, without the prior written consent of Landlord. Tenant acknowledges that the restriction of Tenant's use of the Premises to the Permitted Use under Tenant's Trade Name is a central element of the bargain of the parties hereto, and Tenant further acknowledges that actual and substantial detriment will result to Landlord and the other tenants of the Center in the event there is a deviation from the Permitted Use without the prior written consent of Landlord. Tenant shall not

make or permit any unlawful use of the Premises. Tenant shall in good faith continuously throughout the term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased, In the event the exterior lights for the Premises are individually controlled by Tenant from the Premises, then Tenant, at Tenant's sole cost and expense, shall keep all lights illuminating its exterior sign, if any, and all lights on the canopy in front of the Premises illuminated from dusk through 10 o'clock P.M. every day, Monday through Saturday or at such other hours as Landlord may from time to time designate. However, in the event Landlord controls all exterior lighting, all costs incurred by Landlord in connection therewith shall be included in the Common Area Maintenance Fee. Further, Tenant shall not close its business for remodeling or any other purpose without the prior written consent of Landlord.

V.2 Tenant shall not, without Landlord's prior written consent, perform any act or fail to perform any act, keep anything within the Premises or use the Premises for any purpose that increases the insurance premium cost or invalidates any insurance policy carried on the Premises or on other parts of the Center. If Landlord does give written consent to Tenant pursuant to the above sentence, then Tenant shall be liable, at its sole cost and expense, for the amount of any increase in the insurance premium cost resulting from such act or omission to which Landlord has consented.

V.3 Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of within the Premises or any other portion of the Center, any asbestos-containing materials or any solid, liquid or gaseous material now or hereafter considered toxic or hazardous under the provisions of 42 U.S.C. § 9601 et seq. or any other applicable environmental law which may now or hereafter be in existence (provided, however, that Tenant's imaging equipment may contain small amounts of cryogenic substances that are necessary for the operation of the equipment and are not intended for release or discharge onto the Premises). If Landlord does give written consent to Tenant pursuant to the above sentence, Tenant shall remain liable for the cost of any clean up or removal required to be performed with respect to such asbestos-containing, toxic or hazardous materials. The provisions of this Section 5.3 shall survive the termination of this Lease.

V.4 Tenant shall not, without Landlord's prior written consent, conduct or permit to be conducted within the Premises any fire, auction, bankruptcy, "lost-our-lease," "going-out-of-business," or similar sales; nor permit any objectionable or unpleasant odors or loud noises to emanate from the Premises (provided that the regular operation of Tenant's MRI equipment and other imaging equipment shall not be deemed to violate this provision); nor place or permit any radio, television or other antenna, loud speaker or amplifier, flashing lights or searchlight on the roof or outside the Premises or where the same can be seen or heard outside the building; nor place or display any signs, advertisements or other items (other than dignified displays permitted under Section 8.1) in any windows or glass store fronts. In no event shall Tenant take any other action which would disturb or endanger other tenants of the Center, or unreasonably interfere with their use of their respective premises or create a nuisance or annoyance to Landlord or to other tenants, nor do or permit any act which might, in the exclusive judgment of Landlord, damage Landlord's goodwill or reputation, or tend to injure or adversely affect the operation or business of the Center.

V.5 Tenant, at its sole cost and expense, shall obtain (and upon request deliver to Landlord) all permits and licenses and pay all fees required for the transaction of its business in the Premises. Tenant shall not violate any applicable law, ordinance, governmental regulation or restrictive covenant now in force or which may hereafter be in force pertaining to the Premises or the operation of Tenant's business therein.

V.6 Tenant shall take good care of the Premises and keep the same free from waste or nuisance at all times. Tenant shall not locate or install or cause to be located or installed on the sidewalks, service area, service corridors, fire corridors or other portions of the Common Area (as applicable) immediately adjoining the Premises or on the storefront any bicycle racks, newspaper holder stands, vending machines of any kind, mailboxes, telephone booths, trash or refuse receptacles, "no parking" signs or any other device of a similar nature that would impede or obstruct the sidewalk and service area. Tenant shall keep the Premises, including windows and signs and sidewalks, service ways, loading areas and other portions of the Common Area immediately adjacent to the Premises neat, clean, and free from dirt or rubbish at all times and shall store all trash and garbage within the Premises, and shall arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event Tenant fails to do so, then Landlord

shall have the right to cause such trash and garbage to be picked up at the sole cost and expense of Tenant. Tenant shall on demand pay any cost and expense of picking up such trash and garbage incurred by Landlord plus 15% of such cost and expense (to cover Landlord's overhead and administrative costs with respect thereto). All trash receptacles or dumpsters installed by Tenant must comply with any statute, ordinance, rule, regulation, or restrictive covenant now or hereafter in force governing the location or manner of their placement and must be in a color approved by Landlord, who shall have the right to remove from the Center without notice any such receptacles that do not so comply or that have not been so approved. Tenant shall be solely responsible for any fine, penalty or damage that may result from its failure to comply with this Section. Receipt and delivery of goods and merchandise and removal of garbage and trash shall be made only by way of the service entrance, if any, and shall be subject to such regulations as Landlord may from time to time prescribe.

#### ARTICLE VI. MAINTENANCE AND REPAIR OF PREMISES.

VI.1 Landlord shall maintain only the foundation, the exterior walls (except store front, windows and exterior doors) and roof of the Premises in good repair; provided, however, that Landlord shall not be required to make any repairs occasioned by the act, omission or negligence of Tenant, or its Permittees, it being expressly agreed that roof repairs required or necessitated by any damage or injury arising out of or as a result of maintenance work on Tenant's heating, ventilating and air conditioning equipment shall be the sole obligation of Tenant. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice.

VI.2 Tenant shall maintain the Premises neat, clean, and in good order and condition and shall make all needed repairs thereto, including, without limitation, maintenance of all doors and doorways, all direct utility connections and replacement of cracked or broken glass, except only for repairs required to be made by Landlord under the provisions of Section 6.1. Tenant shall comply at its sole cost and expense with all governmental laws, ordinances and regulations applicable to the Premises, except that Tenant shall not be obligated to make any structural changes or alterations to the Premises in order to comply therewith unless made necessary by the act or omission of Tenant, in which event Tenant shall comply at its expense in accordance with plans and specifications approved by Landlord. If any repairs required to be made by Tenant hereunder are not made within 10 days after written notice has been delivered to Tenant by Landlord, Landlord may at its option, in addition to its other remedies hereunder, make such repairs without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs. Tenant shall pay to Landlord upon demand the cost of such repairs plus 15% of such cost (to cover Landlord's overhead and administrative costs with respect thereto).

VI.3 Without limitation of Section 6.2, Tenant shall have sole responsibility for maintenance and upkeep of the heating, ventilating and air conditioning system, the sprinkler system (if any), that portion of the sewer system which exclusively serves the Premises (unless damage to the Center's sewer system is caused by Tenant's use or misuse, in which event Tenant shall be responsible for the repair of all damage caused thereby) and that portion of the water and electrical facilities downstream of Tenant's meters but including Tenant's water and electrical meters and Tenant shall, at Tenant's sole cost and expense, repair and replace all or any part thereof as may be necessary from time to time to keep such items in good working condition at all times. Notwithstanding the above, Landlord shall warranty that the existing HVAC system shall be in good operating condition at the Commencement Date. Landlord will warranty the HVAC system for the first 24 months of the lease starting at the commencement date.

VI.4 Any work at the Premises causing venting, opening, sealing, waterproofing or in any way altering of the roof ("Roof Modifications") or any work at the Premises causing or which may cause the release of asbestos-containing materials ("ACM Modifications") shall be performed at Tenant's expense either, at Landlord's election, by (a) Landlord, or (b) Tenant, who shall contract directly with the roofing contractor designated by Landlord ("Roof Contractor"), and/or the asbestos-removal contractor designated by Landlord ("Removal Contractor"). In the event any such Roof Modifications and/or ACM Modifications are made during the Term hereof pursuant to (b) above, Tenant shall provide Landlord with a certificate from the Roof Contractor and/or Removal Contractor certifying that the Roof Modifications and/or ACM Modifications (i)

were made by the Roof Contractor or Removal Contractor substantially in accordance with the original plans and specifications for the Center and (ii) have not in any way diminished or impaired the Roof Contractor's and/or Removal Contractor's warranty to Landlord, if any. Tenant shall indemnify and hold harmless Landlord from any personal injury or damage to the Premises, the Center or personal property resulting, directly or indirectly, from any Roof Modifications and/or ACM Modifications made pursuant to (b) above unless such a certificate from the Roof Contractor and/or Removal Contractor has been delivered to Landlord before the date of any such loss. Landlord will provide the systems referenced in this paragraph in good working condition at initial occupancy and upon commencement of this lease.

#### ARTICLE VII. ALTERATIONS AND FIXTURES.

VII.1 Tenant shall not, without on each occasion obtaining Landlord's prior written consent: (a) alter or change the exterior or architectural treatment of the Premises or any part thereof; (b) paint or decorate any part of the exterior of the Premises; (c) make any alterations or additions to the Premises or permit the making of any holes in the walls, ceilings or floors thereof; (d) injure, overload, deface or otherwise harm the Premises or any part thereof or any equipment or installation therein; or (e) permit the use of any forklift or tow truck, or any other mechanically powered machine or equipment for handling freight in the Premises or other portion of the Center; provided, however, that Tenant may perform Tenant's Work and install unattached, movable trade fixtures and equipment. All repairs, replacements, alterations, additions, improvements, plate glass, exterior doors, overhead sprinkler systems (if any), floor coverings and fixtures (other than unattached, movable trade fixtures) including all air conditioning, electrical, mechanical and plumbing machinery and equipment, exhaust hoods and water heaters, which may be made or installed by either party hereto upon the interior or exterior of the Premises shall become the property of Landlord without credit or compensation to Tenant at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Premises, unless Landlord requests their removal, in which event Tenant shall, prior to such termination, remove the same and restore the Premises to their original condition, normal wear and tear excepted, at Tenant's expense.

#### ARTICLE VIII. SIGNS, STORE FRONTS AND ADVERTISING.

VIII.1 Other than as expressly provided herein, Tenant shall not, without Landlord's prior written consent in each instance: (a) make any changes to the store front, (b) install any exterior lighting, shades or awnings, or any exterior decorations or paintings, (c) place or install any reflective material on the doors, windows or store front, or (d) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises, except only dignified displays for its display windows which are of a type customary for that business and which comply with all applicable statutes, codes, ordinances, orders, regulations and restrictive covenants. Tenant shall, at its sole cost and expense, install on or before the Commencement Date a sign displaying Tenant's Trade Name and maintain the same in good order and repair at all times during the Lease Term. All signs shall comply with all applicable statutes, codes, ordinances, rules, regulations and restrictive covenants and with the criteria set forth in Exhibit "C" hereto. No portable or trailer signs nor any grand opening signs or banners of any kind shall be permitted. Landlord shall have the right to enter the Premises, if necessary, and remove any items placed by Tenant on the Premises or in the Center in violation of this Section. Use of the roof is reserved to Landlord with the exception of maintenance on any tenant installed equipment required for daily business operations.

VIII.2 If Exhibit "D" is attached hereto, Tenant shall have the rights with respect to a pylon sign as provided therein, in which event Tenant shall pay to Landlord monthly, in advance, the Pylon Sign charge set forth in Section 1.1(q).

VIII.3 Landlord expressly reserves the right hereunder to change, from time to time, as Landlord may desire, the name or the address of the Center without liability to Tenant.

#### ARTICLE IX. UTILITIES.

Tenant shall pay at its sole cost and expense the sums required to have connected all utility services to the Premises, including, but not limited to, any and all utility deposits and tap and meter fees. Tenant shall promptly pay all charges for electricity, water, gas, telephone service and all other utilities furnished to the Premises. Any or all utility service(s) furnished to the

Premises will, at Landlord's election, be separately metered. If separate metering is so used, Tenant shall, at Landlord's election, either make payments for use of such utility service(s) directly to the public utility that provides the service(s) or to Landlord who (provided Tenant is not in default hereunder) shall make the required payments to the public utility. If separate metering is not used for any or all utility service(s), Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of providing such service(s) to the Center. Landlord shall not be liable for any interruption whatsoever in utility services. No interruption of utility service shall be construed as either a constructive or actual eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from fulfilling any covenant or condition of this Lease.

#### ARTICLE X. INSURANCE AND INDEMNITY.

X.1 Tenant shall indemnify and hold Landlord and Landlord's agents harmless from and against any and all claims, actions, demands, liens, costs, damages, expenses and liabilities whatsoever including, but not limited to, attorneys' fees and court costs, arising out of any claims of any person or persons on account of or by reason of: (a) any occurrence in, on or about the Premises from the date the Premises are Ready for Occupancy until Tenant fully vacates the Premises resulting from the occupancy or use thereof except to the extent due to the negligence or willful misconduct of Landlord, its agents, or employees; (b) the negligence or willful misconduct of Tenant or its Permittees (other than its customers) in, on or about the Premises and/or Center; and/or (c) any default by Tenant hereunder. This Section shall survive the termination of this Lease.

X.2 (a) Tenant shall throughout the Lease Term carry and maintain, at Tenant's cost and expense, the following types of insurance, in the amounts specified and in the forms hereinafter provided:

(i) commercial general liability insurance of an "occurrence" type against all claims on account of liability of Tenant, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 as a general aggregate. Tenant's commercial general liability insurance shall include Broad Form Property Damage, Personal Injury Liability Insurance (with the Employee's Exclusion deleted) with a limit of \$1,000,000 per occurrence, Products Liability Insurance, Independent Contractor's Liability Insurance and Blanket Broad Form Contractual Liability Insurance;

(ii) fire insurance covering all the items in, on, or upon the Premises exclusive only of the Building Shell, and all alterations, additions or changes made by Tenant pursuant to the terms of this Lease, in an amount not less than 90% of the full replacement cost thereof from time to time during the Lease Term, providing protection against perils included within the standard Texas form of fire and extended coverage insurance policy with a broad form endorsement covering sprinkler damage (but Landlord makes no representation that the Premises or any other portion of the Center is equipped with a sprinkler system), vandalism and malicious mischief;

(iii) plate glass insurance covering all plate glass, if any, in the Premises other than interior display cases; and

(iv) such other insurance against other insurable hazards as Landlord may from time to time require.

(b) All policies of insurance described in this Section shall be issued in form acceptable to Landlord by insurance companies acceptable to Landlord and qualified to do business in the State of Texas. Each such policy shall be issued in the names of Tenant, Landlord and any other party in interest from time to time designated by written notice by Landlord to Tenant, as their respective interests may appear, and shall provide that Landlord is a loss payee. Such policies shall be for the mutual and joint benefit and protection of Tenant, Landlord and any such other party in interest, and executed copies of each such policy of insurance or a certificate thereof shall be delivered to each of Landlord and such other parties in interest within 10 days after the date the Premises are Ready for Occupancy and thereafter within 30 days prior to the expiration of each such policy. If any such policy shall expire or terminate, a renewal or additional policy shall be procured and

maintained by Tenant in like manner and to like extent. All such policies shall contain a provision that the company writing said policy will give to Landlord and such other parties in interest at least 30 days notice in writing in advance of any cancellation, lapse, or the effective date of any reduction in the amount of insurance. In addition, Tenant shall furnish Landlord a copy of the policy (policies) within 10 days after Landlord requests the same. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry. All such public liability and property damage policies shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to Landlord or any such other parties in interest, or to any of their respective servants, agents or employees by reason of the negligence of Tenant.

(c) If Tenant fails to have a certificate of such policy on deposit with Landlord at any time during the Lease Term (and prior thereto in the event of any entry into possession by Tenant prior to the Commencement Date or subsequent to the date of termination hereof in the event of a holdover), then Landlord shall have the right (but no obligation), and without limitation of its rights under Article XVII, to take out and maintain such an insurance policy, and if Landlord does so Tenant shall pay to Landlord on demand the amount of the premium applicable to such policy of insurance plus 15% of the cost thereof (to cover Landlord's overhead and administrative costs in connection therewith).

X.3 Tenant shall pay to Landlord monthly, in advance, on the first day of each month, one-twelfth of the Insurance Charge. Upon request and each time an adjustment is made, Landlord shall furnish Tenant with a notice of the required monthly installment of the Insurance Charge. Upon written request by Tenant, Landlord shall furnish a letter setting forth the amounts of the insurance premiums upon which the Insurance Charge was calculated.

X.4 Notwithstanding any provision herein contained to the contrary, if, by the nature of Tenant's business, Landlord's insurance rate on the Center is higher than the normal insurance rate being charged for fire and extended coverage, Tenant, at its sole cost and expense, shall pay the difference between the rate being charged for such insurance and the normal stipulated rate to the extent that such increase is attributable to Tenant's business.

#### ARTICLE XI. NON-LIABILITY FOR CERTAIN DAMAGES.

XI.1 Landlord shall not be liable to Tenant for any injury to person or damage to property caused by the Premises becoming out of repair or by gas, water, steam, electricity or oil leaking or escaping into the Premises (except where due to Landlord's willful failure to make repairs required to be made by Landlord hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Center or of any other persons whatsoever, except only willful acts of duly authorized employees and agents of Landlord. All property left, stored or maintained within the Premises shall be at Tenant's sole risk.

XI.2 No diminution or shutting off of light, air or other effect on the Premises by any structure or condition now or hereafter erected or existing shall affect this Lease, abate Rent or otherwise impose any liability on Landlord or relieve Tenant of any of its obligations hereunder.

#### ARTICLE XII. ACCESS TO PREMISES.

Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting them, making repairs to them, making repairs, alterations or additions to adjacent premises, or curing any default of Tenant hereunder that Landlord elects to cure. Landlord shall not be liable to Tenant for any expense, loss or damage from any such entry upon the Premises. Tenant shall permit Landlord, at any time within 60 days prior to the expiration of this Lease, to place upon the Premises any usual or ordinary "For Lease" signs and during such 60 day period, Landlord or its agent may, during normal business hours, enter upon the Premises and exhibit same to prospective tenants.

### ARTICLE XIII. DAMAGE BY CASUALTY.

XIII.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

XIII.2 In the event the Premises are damaged or destroyed by fire or other casualty insured or insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence, and at its cost and expense, to rebuild and repair the Premises as set forth in Section 13.3 hereof. Tenant shall pay on demand all costs and expenses that exceed the cost incurred by Landlord in meeting its obligation to rebuild the Building Shell as provided in Section 13.3 below. If the building in which the Premises are located is damaged or destroyed by fire or other casualty so as to render untenable more than 50% of the entire Floor Area of such building, then Landlord may elect either to terminate this Lease or proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within 60 days after the occurrence of such casualty, and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense as set forth herein. Notwithstanding the above, if the Lease Agreement is in the final Lease Year of the Term at the time of the casualty, and the Premises cannot be substantially restored in six (6) months or less, Tenant has the right to terminate the Lease Agreement.

XIII.3 Notwithstanding any provisions herein to the contrary, Landlord's obligation to rebuild and repair under this Article XIII shall be limited to construction of the Building Shell, normal wear and tear excepted. Further, Landlord shall have no obligation to repair and rebuild the Premises unless and until insurance proceeds are made available therefore by all mortgagees of Landlord and all insurance companies with policies on the Premises or the building in which the Premises are located. Promptly after completion by Landlord of such construction Tenant will proceed with due diligence, and at its sole cost and expense, to rebuild, restore and repair its signs, fixtures, equipment and other items and to restore the Premises to a condition similar to its condition prior to the casualty.

XIII.4 During any period of reconstruction or repair of the Premises, this Lease shall continue in full force and effect, except that Minimum Rent shall be abated for the length of time necessary for the reconstruction or repairs by Landlord as provided in Section 13.3, in proportion to the amount of Floor Area of the Premises rendered unusable; provided, however, that such abatement shall not operate to extend the Lease Term. If the damage to the Premises is caused by the negligence or willful misconduct of Tenant or its Permittees (other than customers), however, no item of Rent shall abate. To the extent not prohibited by applicable law, Tenant waives the provisions of any rule of law or statute now or hereafter in force giving Tenant any right to terminate this Lease or abate Rent hereunder or claim partial or total (constructive or actual) eviction because of fire or other casualty.

XIII.5 In the event the Lease is terminated pursuant to this Article XIII, Tenant shall prior to such termination pay and/or assign to Landlord any insurance proceeds received or to be received by Tenant with respect to damage to any leasehold improvements in the Premises.

XIII.6 Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any personal injury or loss or damage to any of the property of Landlord or Tenant, as the case may be, to the extent covered by insurance carried or required to be carried by a party hereto even though such loss might have been occasioned by the negligence or willful acts or omissions of the Landlord or Tenant or their respective employees, agents, contractors or invitees. All policies of fire, extended coverage or similar casualty insurance which either party obtains as required hereunder shall include a clause or endorsement denying the insurer any rights of subrogation against the other party.

### ARTICLE XIV. EMINENT DOMAIN.

XIV.1 If the whole or any part equal to or greater than half of the Floor Area of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then at the option of either party hereto this Lease shall be canceled and both parties shall be relieved of all obligations herein imposed. Should this Lease be so cancelled, then Tenant shall have no

claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of such involuntary conversion whether brought about by suit or agreement for the cancellation of this Lease or for Tenant's leasehold interest or leasehold improvements; any and all of such amounts shall belong to Landlord and all rights of Tenant to damages therefore, if any, are hereby assigned by Tenant to Landlord. Tenant shall, however, have the right to claim and recover from the condemning authority, but not from Landlord, and only to the extent that such recovery by Tenant shall not diminish the amounts recoverable by Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, trade fixtures, or equipment from the Premises.

XIV.2 If less than half of the Floor Area of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulations or by right of eminent domain or by private purchase in lieu thereof, this Lease shall not terminate but Minimum Rent, Common Area Maintenance Fee, Insurance Charge and Tax Charge payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the reduction of the Floor Area resulting from such taking. In the event of such a taking, Tenant shall have the right to recover damages suffered or sustained by Tenant as a result of such taking only with respect to property which upon the termination of this Lease would belong to the Tenant, but Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of such taking for the loss of any part of Tenant's leasehold interest, leasehold improvements, and any and all of such amounts shall belong to Landlord and all rights of Tenant to damages therefore, if any, are hereby assigned by Tenant to Landlord.

XIV.3 If any part of the Common Area should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, nor shall Rent payable hereunder be reduced, nor shall Tenant be entitled to any part of the award made for such taking except that Tenant may, at its option, terminate this Lease if, as a result of such taking, the Gross Leasable Area of the Center should exceed 50% of the aggregate area of the Center (as reduced by such taking). Landlord shall adjust the Common Area Maintenance Charge within 60 days of the completion of the taking to reflect Landlord's reduced costs arising from the reduction in the Common Area. Landlord shall give Tenant written notice of any taking that would give Tenant the option granted herein, and to exercise said option Tenant must give Landlord written notice of its exercise of the option within 30 calendar days of receiving the notice from Landlord.

#### ARTICLE XV. ASSIGNMENT AND SUBLETTING; SALE OF PREMISES.

XV.1 Tenant shall not assign, mortgage, pledge or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, without the prior written consent of Landlord. Tenant acknowledges that this Lease is personal to Tenant for the Permitted Use under the Tenant's Trade Name, and that Landlord may withhold its consent in its sole discretion for any reason whatsoever and may further condition any consent on an increase in Rent or any other changes in the terms and conditions hereof. Consent from Landlord shall not be required for any assignment or sublease of less than twenty-five percent (25%) of the total Leased Premises, as long as Tenant remains in occupancy. Consent by Landlord to one or more assignments, sublettings or other transfers shall not operate as a waiver of Landlord's rights as to any subsequent assignments, sublettings or other transfers. Notwithstanding any assignment, subletting or other transfer, Tenant shall at all times remain fully responsible and liable for the payment of all Rent and for compliance with all its other obligations under this Lease.

XV.2 Any transfer of this Lease from Tenant by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the voting stock in Tenant outstanding at the time of execution of this Lease shall constitute an assignment for the purpose of this Lease; provided, however, that the acquisition of all stock of a corporate tenant by any corporation, the stock of which is registered pursuant to the Securities Exchange Act of 1934 or the merger of a corporate tenant into such a corporation, the stock of which is so registered shall not itself be deemed to be an assignment in violation of this Section. For purposes of this Section, the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation involved. If Tenant is a general partnership having one or more corporations as partners or if Tenant is a limited partnership having one or more corporations as general

partners, any merger, consolidation or dissolution of any such corporation or any change in ownership or power to vote a majority of the voting stock in any such corporation outstanding on the Effective Date of this Lease shall constitute an assignment for the purpose of the Lease; provided, however, that the acquisition of all stock of any such corporation by any corporation, the stock of which is registered pursuant to the Securities Exchange Act of 1934 or the merger of any such corporation into such a corporation, the stock of which is so registered, shall not itself be deemed to be an assignment in violation of this Section. If Tenant is a general partnership (whether or not having any corporations as partners) or if Tenant is a limited partnership (whether or not having any corporations as general partners), the transfer of the partnership interest or interests constituting a majority shall constitute an assignment for the purposes of this Lease.

XV.3 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to any person or entity assuming Landlord's obligations under this Lease, Landlord shall thereby be released from further obligations hereunder and Tenant shall look solely to the responsibility of such successor-in-interest of the Landlord. Tenant acknowledges that any such assumption by any such successor-in-interest of Landlord is subject to Section 22.14. Any security given by Tenant to secure performance of its obligations hereunder may be assigned and transferred by Landlord to such successor-in-interest of Landlord and Landlord shall thereby be discharged of any further obligation relating thereto.

XV.4 In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties hereto or their successors in interest or between the parties hereto and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease, subject to Section 22.14.

XV.5 In the event of a transfer, assignment or sale pursuant to Sections 15.3 or 15.4, Tenant agrees to be bound to attorn to such transferee, assignee or purchaser as if such transferee, assignee or purchaser were the original Landlord hereunder.

#### ARTICLE XVI. PROPERTY TAXES.

XVI.1 Landlord shall pay, or cause to be paid, all Real Estate Taxes which may be lawfully charged, assessed or imposed; provided, however, that if authorities having jurisdiction assess Real Estate Taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the applicable laws so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened.

XVI.2 Tenant shall pay, as and when due, all taxes which may be lawfully charged, assessed or imposed upon all trade fixtures, equipment and other personal property of every type in the Premises, and all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

XVI.3 Tenant shall pay to Landlord monthly, in advance, on the first day of each month, one-twelfth of the Tax Charge, in an amount estimated by Landlord. Upon the written request by Tenant, Landlord shall furnish a letter setting forth the computation of the Tax Charge. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease Term, Landlord shall furnish Tenant with a written statement of the actual amount of the Tax Charge for such year. If Tenant's actual Tax Charge with respect to such period exceeds the amount therefor previously paid by Tenant, Tenant shall pay Landlord the deficiency in each such case within 30 days following notice from Landlord; however, if the aforesaid amount previously paid by Tenant towards Tenant's actual Tax Charge is in excess of Tenant's actual Tax Charge with respect to such period, then the balance thereof shall be returned to the Tenant

within 30 days following notice from Landlord. If the total amount paid by Tenant under this Section for any calendar year shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord on demand the difference between the amount paid by Tenant and the actual amount due; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall, at Tenant's option: (a) be paid to Tenant by Landlord within 30 days following notice from Tenant, or (b) be credited by Landlord against the Tax Charge due in the subsequent year (or if there is no subsequent year remaining in the Lease Term, such excess shall be offset against any amounts then owing by Tenant to Landlord and any remaining net surplus shall then be refunded by Landlord to Tenant). This Section shall apply to the calendar years in which this Lease commences and terminates, but Tenant's liability for the Tax Charge for such years shall be subject to a pro rata adjustment based on the number of days of such calendar years during which this Lease is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes or assessments assessed or levied against the property to which such bill relates. Prior to or at the Commencement Date and from time to time thereafter, Landlord shall notify Tenant of Landlord's estimate of Tenant's monthly installments or Tax Charge due hereunder, which estimate shall continue until Landlord notifies Tenant otherwise.

#### ARTICLE XVII. EVENTS OF DEFAULT AND REMEDIES.

XVII.1 Landlord has entered into this Lease upon the condition that Tenant shall punctually and faithfully perform all of Tenant's covenants, conditions and agreements. Each of the following events shall be deemed to be an event of default of Tenant hereunder (each of which is sometimes referred to herein as an "Event of Default"):

- (a) failure of Tenant to pay any installment of Rent hereunder when due;
- (b) failure of Tenant to open for business within the period prescribed in Section 2.6;
- (c) failure of Tenant thereafter continuously to operate its business in accordance with the terms of this Lease;
- (d) failure of Tenant to keep the Premises open for business during the hours provided for herein and such failure occurs on two or more days in any calendar year;
- (e) the vacation or abandonment of the Premises by Tenant;
- (f) failure of Tenant to observe or perform any other covenant, term or condition set forth in this Lease and such failure continues for a period of 10 days from the date of written notice thereof from Landlord to Tenant (provided that if such failure cannot reasonably be cured within 10 days, such failure shall not be deemed an Event of Default under this subsection if Tenant commences to cure such failure within said 10 days and thereafter diligently and continuously prosecutes the curing of such failure until completion);
- (g) Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Tenant shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Tenant shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above in this subsection (g);
- (h) any case, proceeding or other action against the Tenant shall be commenced seeking to have an order for relief entered against it as debtor or to have it adjudicated a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver,

trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven business days after the entry thereof, or (ii) shall remain undismissed for a period of 30 days; or

(i) any other failure or default of Tenant which pursuant to any other provision of this Lease is an Event of Default.

XVII.2 Upon the occurrence of any of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, or terminate Tenant's rights under this Lease (but not its obligations), and in either event Landlord shall have the right to immediate possession of the Premises and may reenter the Premises, change the locks and remove all persons and property therefrom using all force that is legally available to Landlord for this purpose without being guilty in any manner of trespass or otherwise; and any and all damages to Tenant, or persons holding under Tenant, by reason of such re-entry are hereby expressly waived; and any such termination or re-entry on the part of Landlord shall be without prejudice to any remedy available to Landlord for arrears of Rent, breach of contract, damages or otherwise, nor shall the termination of this Lease or of Tenant's rights under this Lease by Landlord acting under this subsection be deemed in any manner to relieve Tenant from the obligation to pay the Rent and all other amounts due or to become due as provided in this Lease for and during the entire unexpired portion then remaining of the Lease Term. In the event Landlord elects to re-enter the Leased Premises and alter the locks thereon, Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Leased Premises and Tenant shall have no further right to possession of the Leased Premises notwithstanding anything in Section 93.002 of the Texas Property Code to the contrary. In the event of termination of this Lease or of Tenant's rights under this Lease by Landlord as provided in this subsection, Landlord shall have the further right, but not obligation, to relet the Premises upon such terms, conditions and covenants as are deemed proper by Landlord for the account of Tenant, and in such event, Tenant shall pay to Landlord all costs of renovating and altering the Premises for a new tenant or tenants in addition to all brokerage and/or legal fees incurred in connection therewith and Landlord shall credit Tenant only for such amounts as are actually received from such reletting during the then remaining Lease Term. Alternatively, at the election of Landlord, Tenant covenants and agrees to pay as damages to Landlord, upon any such termination by Landlord of this Lease or of Tenant's rights under this Lease, such sum as at the time of such termination equals the amount of the excess, if any, of the then present value of all the Rent which would have been due and payable hereunder during the remainder of the full Lease Term (had Tenant kept and performed all agreements and covenants of Tenant set forth in this Lease) over and above the then present rental value of the Premises for said remainder of the Lease Term. For purposes of present value calculations, Landlord and Tenant stipulate and agree to a discount rate of six percent per annum.

(b) Without terminating this Lease, enter upon the Premises, all force that is legally available to landlord, and without being guilty in any manner of trespass or otherwise and without liability for any damage to Tenant or persons holding under Tenant by reason of such re-entry, all of which are hereby expressly waived, and do or perform whatever Tenant is obligated hereunder to do or perform under the terms of this Lease; and Tenant shall reimburse Landlord on demand for any expenses or other sums which Landlord may incur or expend (plus 15% thereof to cover Landlord's overhead and administrative costs), pursuant to this Subsection (b), and Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise; provided, however, nothing in this subsection shall be deemed an obligation or undertaking by Landlord to remedy any such defaults of Tenant.

(c) Without waiving such Event of Default, apply all or any part of the Security Deposit to cure the Event of Default or to any damages suffered as a result of the Event of Default to the extent of the amount of damages suffered. Tenant shall reimburse Landlord for the amount of such depletion of the Security Deposit on demand.

(d) Without waiving such Event of Default, apply to the cure thereof any overpayment by Tenant of Percentage Rent, Common Area Maintenance Fee, Insurance Charge or Tax Charge, in lieu of refunding or crediting same to Tenant.

(e) Pursuit of any of the foregoing remedies by Landlord shall not preclude pursuit of any other remedies herein provided Landlord or any other remedies provided by law, nor shall pursuit of any of the other remedies herein provided constitute a forfeiture or waiver of any Rent due Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

(f) Notwithstanding anything contained herein to the contrary, to the full extent permitted under applicable law, Tenant hereby releases Landlord from any and all duty to relet the Premises or otherwise mitigate damages. Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to relet the Premises or collect rent due with respect to such reletting. In no event shall Tenant be entitled to any excess rents received by Landlord. In the event, and only in the event, that (despite such waiver) Texas law requires Landlord to attempt to mitigate damages, Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its good faith judgment may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Premises) provided, however, that Landlord shall not be obligated to relet the Premises before leasing all other unoccupied portions of the Center.

ARTICLE XVIII. LANDLORD'S LIEN, SECURITY AGREEMENT AND ATTORNEY'S FEE.

XVIII.1 To secure the payment of all Rent and the performance of all other obligations of Tenant hereunder, Tenant hereby grants to Landlord a security interest, as that term is defined in the Uniform Commercial Code as adopted in the State in which the Center is located, in all inventory, equipment, trade fixtures and other personal property which are now or hereafter located on or within the Premises, including all proceeds thereof. This Lease shall constitute a security agreement, as that term is defined in the Uniform Commercial Code as adopted in the State in which the Center is located. Tenant acknowledges that 10 days written notice of a sale under this security agreement shall be reasonable notice. Tenant, upon demand, shall execute and return to Landlord any financing statement or other document necessary to perfect the security interest granted herein, and Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and file any such financing statement or other document. Such power of attorney is coupled with an interest.

XVIII.2 Landlord agrees, as often as reasonably requested by Tenant, but in no event more than one (1) time per calendar year to execute an agreement subordinating the security interest granted in Section 18.1 to that of a lender of Tenant provided that:

- (a) such lender is not affiliated with Tenant;
- (b) there is no Event of Default in existence at that time;
- (c) Tenant discloses to Landlord the amount and terms of such lender's loan to Tenant; and
- (d) such subordination agreement is in form reasonably acceptable to Landlord which, without limitation, shall mean that Landlord's subordination shall be expressly conditioned upon (i) the lender agreeing to provide Landlord written notice of any default by Tenant under such loan; and (ii) the lender agreeing to remove its collateral from the Premises (and repairing any damage to the Premises and indemnifying and holding harmless Landlord from any costs, losses, damages or expenses incurred in connection with such removal) within 20 days of receipt by Lender of written notice from Landlord of an Event of Default.

XVIII.3 If either party should prevail in any litigation instituted by or against the other related to this Lease, the prevailing party, as determined by the court, shall receive from the non-

prevailing party all costs and reasonable attorneys' fees (payable at standard hourly rates) incurred in such litigation, including costs on appeal, as determined by the court.

#### ARTICLE XIX. HOLDING OVER.

In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a per diem Minimum Rent equal to 150% of the monthly Minimum Rent applicable hereunder during the last month of the Lease Term and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will. Tenant shall indemnify and hold harmless Landlord from all claims, causes of action, costs, losses, damages and attorneys fees incurred by Landlord as a result of such holdover.

#### ARTICLE XX. FINANCING; SUBORDINATION.

XX.1 Landlord's obligation and the rights of Tenant hereunder are contingent upon Landlord's obtaining the consent of the holder of any mortgage or deed of trust covering the Premises, if such consent is required; and this Lease shall not be binding on Landlord unless and until such consent has been obtained. Tenant hereby subordinates this Lease and all rights of Tenant hereunder to any mortgage(s), vendor's lien, or similar instruments which now are or which may from time to time hereafter be placed upon the Building and to any further or additional advances made thereunder and any renewals, extensions, or modifications of same. Any and all such mortgage(s), liens or other instruments shall be superior to and prior to this Lease; provided, however, that the holder of any such mortgage(s), lien or similar instrument may, at its option, subordinate its lien to this Lease. Tenant further covenants and agrees that if the mortgagee or other lienholder acquires the Building as a purchaser at any foreclosure sale (any such mortgagee or other lienholder or purchaser at a foreclosure sale being each hereinafter referred to as the "Purchaser at Foreclosure") Tenant shall thereafter, but only at the option of the Purchaser at Foreclosure, as evidenced by the written notice of its election given to Tenant thereafter, remain bound by novation or otherwise to the same effect as if a new and identical lease between the Purchaser at Foreclosure, as landlord, and Tenant, as tenant, had been entered into for the remainder of the Lease Term in effect at the institution of the foreclosure proceedings. Tenant shall execute any instrument or instruments which may be deemed necessary or desirable further to effect the subordination and attornment of this Lease to each such mortgage, lien or instrument or to confirm any election by the Purchaser at Foreclosure to continue the Lease in effect in the event of foreclosure, as above provided. At any time and from time to time, upon not less than 10 days' prior notice by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement of the Tenant in writing certifying that this Lease is in full force and effect (or if there have been modifications hereto, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent has been paid in advance, if any, stating whether or not, to the best knowledge of Tenant, Landlord is in default in the keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge, and stating such other matters as Landlord shall reasonably request, it being intended that such statement may be relied upon by Landlord and any prospective purchaser, lessee, mortgagee or assignee of any mortgage of the Center or of the Landlord's interest therein.

XX.2 Notwithstanding anything contained herein to the contrary, in the event of any default by Landlord in performing its covenants or obligations hereunder, Tenant shall not exercise any rights it may have on account of such default until (a) Tenant gives written notice of such default (which notice shall specify the exact nature of said default and how the same may be cured) to each holder of any such mortgage or deed of trust who has theretofore notified Tenant in writing of its interest and the address to which notices are to be sent, and (b) each such holder fails to cure or cause to be cured said default within 30 days from the receipt by such holder of such notice by Tenant.

#### ARTICLE XXI. NOTICES.

XXI.1 All notices or requests provided for herein must be in writing and must be given by depositing the same in the United States mail, addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notices shall be deemed

received upon mailing in accordance with the foregoing. All notices to be sent to either of the parties shall be sent to the addresses for notice set out in the Basic Lease Provisions, as applicable, or at any other address subsequently specified in writing by the parties hereto in accordance with the foregoing notice procedure.

XXI.2 If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying an individual at a specific address for the receipt of notices and payments to Landlord which shall be the address and name set out in the Basic Lease Provisions until such time as notice of any change is provided. If and when included within the term "Tenant," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying an individual at a specific address for the receipt of notices and payments to Tenant which shall be the name and address set out for Tenant in the Basic Lease Provisions until such time as notice of any change is provided. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Article to the same effect as if each had received such notice.

#### ARTICLE XXII. MISCELLANEOUS.

XXII.1 Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders. Unless otherwise specifically provided, the phrase "on demand" shall mean within 15 days of written demand. Unless otherwise specifically provided, any consent or approval by Landlord required hereunder may be withheld by Landlord in its sole discretion.

XXII.2 Tenant shall not record this Lease. Any such recordation shall constitute an Event of Default hereunder. If, however, Landlord shall so request, Tenant shall execute and deliver a recordable short form lease as provided by Landlord reciting the exact Commencement Date and termination date of this Lease, and such other provisions of this Lease as Landlord may include.

XXII.3 This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State in which the Center is located in force from time to time. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and the parties hereby declare that this Lease would have been entered into without such unenforceable portion.

XXII.4 This Lease may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors, legal representatives and assigns subject to Article XV.

XXII.5 The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

XXII.6 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act.

XXII.7 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to Force Majeure.

XXII.8 Time is of the essence with respect to Tenant's obligations under this Lease.

XXII.9 Landlord shall have the option to relocate Tenant to alternative space in the Center, which alternative space shall be of equal or larger size and value, upon the following terms and conditions: (a) Landlord shall give Tenant not less than 120 days prior written notice which notice shall include the date on which Tenant shall be required to relocate or

vacate, and the space to which Tenant will be relocated; (b) if Tenant desires to relocate to such alternative space Tenant shall give written notice thereof to Landlord within 30 days after receipt by Tenant of Landlord's notice, and the reasonable cost and expense of relocating Tenant (including, if the Premises has already been built out, the cost of preparing such alternative space for occupancy with leasehold improvements equal to or better to those in the Premises) shall be paid by Landlord including all reasonable out of pocket expenses of any such relocation, including the expense of moving and reconstruction of all Tenant-furnished improvements, together with the cost of reprinting a reasonable supply of stationary and announcements depicting the Tenant's new address.; (c) if Tenant does not give such notice of its desire to relocate to such alternative space, this Lease shall upon Landlord's election terminate on the date indicated in Landlord's notice described in (a) above (in which event Landlord shall not be required to pay any costs incurred by Tenant in vacating the Premises, nor shall Landlord be liable for any cost or expense incurred by Tenant in connection with the Premises); and (d) if Tenant gives notice of its desire to relocate to such alternative space, such alternative space shall be deemed the Premises hereunder effective the date indicated by Landlord in its notice to Tenant as provided in (a) above.

XXII.10

XXII.11 All Rent hereunder shall bear interest from the date due until paid at the lesser of 18 percent per annum or the highest nonusurious rate allowed by applicable law. Interest due hereunder shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under law. Any interest in excess of that maximum amount shall be credited to Rent due or to become due, or if Rent for the entire Term has been paid in full, refunded.

XXII.12 The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger and shall, at Landlord's option, terminate all or any existing subleases or subtenancies, or may, at Landlord's option, operate as an assignment to it of Tenant's interest in any or all such subleases or subtenancies.

XXII.13 In addition to all other payments to be made by Tenant to Landlord under this Lease, Tenant shall pay to Landlord, within 30 days after sending a statement therefore to Tenant, all reasonable charges for all services, goods and materials furnished by Landlord to Tenant at Tenant's request other than the services, goods and materials which Landlord is obligated to furnish to Tenant pursuant to this Lease.

XXII.14 Notwithstanding anything herein to the contrary, Landlord shall in no event be liable to Tenant for any indirect or consequential damages, and no personal liability of any kind or character whatsoever now attaches or at any time hereafter under any conditions shall attach to Landlord or any partners, officers, directors, or shareholders of Landlord as applicable for payment of any amounts due under this Lease or for the performance of any obligation under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Center, it being understood that in no event shall a judgment for any deficiency or monetary claim be sought, obtained or enforced against any partner, officer, director or shareholder of Landlord as applicable.

XXII.15 Intentionally Omitted.

XXII.16 On the last day of the Lease Term, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender and yield to Landlord the Premises, free of all claims, broom-clean and in good condition and repair (subject to Articles XIII and XIV), except for normal wear and tear. Prior to surrender of the Premises to Landlord, Tenant, at its sole cost and expense, shall remove all liens and other encumbrances that have resulted from the acts or omissions of Tenant. If Tenant fails to do any of the foregoing, Landlord, in addition to other remedies available to it at law or in equity, may, without notice, enter upon, reenter, possess and repossess itself thereof by force, summary proceedings, or otherwise and may dispossess and remove Tenant and all persons and property from the Premises; and Tenant waives any and all damages or claims for damages as a result thereof. Such dispossession and removal of Tenant shall not constitute a waiver by Landlord of any claims by Landlord against Tenant. If the Tenant is not in default hereunder, Tenant shall retain the ownership of all movable equipment, furniture and supplies prior to termination of this Lease if Tenant repairs any

injury to the Premises or Center resulting from such removal. If Tenant does not remove such movable equipment, furniture and supplies prior to termination, then in addition to its other remedies at law or in equity, Landlord shall have the right (but not the obligation) to elect either (a) to have such items removed and stored, and all damage to the Premises or Center resulting therefrom repaired, at Tenant's cost and expense; or (b) to have such movable equipment, furniture and supplies automatically become the property of the Landlord upon termination of this Lease, in which event Tenant shall not have any further right with respect thereto or reimbursement therefore.

XXII.17 Tenant warrants and represents that (a) all financial statements, operating statements or other financial data at any time given to Landlord by or on behalf of Tenant are, or will be, as of their respective dates, true and correct in all material respects and do not (or will not) omit any material liability, direct or contingent; and (b) there have been no material changes in any such financial statements, operating statements or other financial data given to Landlord by or on behalf of Tenant prior to the Effective Date of this Lease between the respective dates thereof and the Effective Date of this Lease. A breach of any of the foregoing warranties and representations shall, at the election of Landlord, be deemed an Event of Default under Section 17.1 of this Lease.

XXII.18 Tenant specifically acknowledges that Landlord has no duty to provide security for any portion of the Center, including without limitation the Premises and the Common Area. Tenant has assumed sole responsibility and liability for the security of itself, its Permittees and their respective property, in, on or about the Premises. Notwithstanding anything herein to the contrary, Tenant expressly acknowledges and agrees that to the extent Landlord elects to provide any security, Landlord is not warranting the efficacy of any such security personnel, services, procedures or equipment and that Tenant is not relying and shall not hereafter rely on any such personnel, services, procedures or equipment. Landlord shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend any one suspected of, personal injury or property damage in, on or around the Center.

XXII.19 This Lease contains the entire agreement of the parties hereto and supersedes all prior oral or written and contemporaneous oral agreements of the parties hereto, their agents, affiliates or employees. Tenant warrants and represents to Landlord that there are no such prior or contemporaneous oral or written agreements or representations upon which Tenant is relying in entering this Lease. Tenant acknowledges that Landlord is relying upon the foregoing representation and warranty of Tenant in entering this Lease. Tenant specifically waives any applicable law which purports to supersede the foregoing.

XXII.20 Tenant shall, at Tenant's sole cost comply with all requirements of the Americans with Disabilities Act [Public Law 101-336 (July 26, 1990) as that act may be amended from time to time ("ADA")] which are applicable to the Premises, including, without limitation, to provide any accommodations or alterations which are required to be made to the Premises to accommodate disabled employees and customers of Tenant.

XXII.21 Tenant shall, at all times during the initial term and any Renewal Term, maintain and keep the terms of this transaction (including rental rate, improvement allowance, term, etc. the "Confidential Information") confidential. Confidential Information disclosed by Tenant to any Third Party shall be held in confidence by said Third Party and shall not be used, disclosed to others (except for the Tenant's directors, officers, employees, agents, representatives, advisors and consultants who the Tenant hereby represents and warrants have a need to know for the purpose of this Agreement and who have been bound in writing by Tenant to keep confidential information in confidence for purposes of their job or who have signed a separate written confidentiality agreement requiring that they comply with and be bound by the terms of this Agreement. Tenant acknowledges that the Landlord is relying on Tenant's representations and commitments contained herein and that breach of provision will cause irreparable injury to the Landlord for which the Landlord would have no adequate remedy at law. In the event of a breach, the Tenant agrees that the Landlord, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled to immediate preliminary and permanent injunctive relief, without the need to show damages, and to recover any attorney's fees and costs incurred in connection with any action to enforce this Agreement.

XXII.22 DTPA Provisions

WAIVER OF CONSUMER RIGHTS. TENANT WAIVES TENANT'S RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER. FURTHER, TENANT HEREBY REPRESENTS AND WARRANTS, AND ACKNOWLEDGES THAT LANDLORD IS RELYING ON SUCH REPRESENTATION AND WARRANTY IN ORDER TO ESTABLISH THE VALIDITY OF THE FOREGOING WAIVER, THAT (i) TENANT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LANDLORD; AND (ii) TENANT IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS LEASE.

#### ARTICLE XXIII. DEFINITIONS

As used in this Lease, the following terms have the meanings set forth below:

XXIII.1 Building Shell: The concrete floor, the roof, the roof deck and exterior walls (exclusive of store front, windows and exterior doors) which enclose the Premises, and no other improvements.

XXIII.2 Center: The tract of land described on Exhibit "A-1" attached hereto and made a part hereof, the building located thereon which contains the Premises, and any further improvements to such land, as they may from time to time be constituted.

XXIII.3 Commencement Date: See Section 1.1(j).

XXIII.4 Common Area: All portions of the Center which Landlord may from time to time make available for the general, non-exclusive use, convenience and benefit of Tenant, other tenants and their Permittees. The Common Areas shall include without limitation the following, to the extent same are made available to serve more than one occupant: parking areas, traffic lanes, traffic control facilities, entrances and exits from and to public streets, sidewalks, landscaping, curbs, private streets and alleys, lighting facilities, Utility Facilities, service hallways, fire corridors, rest rooms, truck ramps, loading facilities and docks, as the same may exist from time to time.

XXIII.5 Common Area Expenses: Landlord's costs of operating, maintaining and repairing the Common Areas with respect to periods within the Lease Term (as reasonably determined by Landlord), including but not limited to all costs with respect to such periods incurred by Landlord with respect to the following: a grand opening of the Center, if any; security services, if any, (except that Landlord shall not be required to provide any security services at any time); lighting, sweeping, cleaning, removing debris from, maintaining, restriping and repairing the parking areas; providing signs or personnel for traffic control; providing and maintaining landscaping in the Common Area; maintaining, repairing and lighting traffic islands, loading and service areas, service drives, and drainage facilities; maintaining and repairing non-structural portions of exterior walls of buildings within the Center; maintaining and repairing Utility Facilities; any fees, dues or other charges required to be paid to any person, association or entity pursuant to the terms of any covenants, conditions or restrictions of record affecting the Center; maintenance, repair and inspection of all machinery and equipment used in the operation or maintenance of the Common Area; the cost of any item used in connection with the operation, maintenance or repair of the Common Area, provided that if any such item costs more than \$10,000 and is, in Landlord's reasonable judgment, properly considered a capital item, the cost of such item (including financing costs) shall be spread over the life of such item (as reasonably determined by Landlord) and only the portion of such cost which pertains to the period in question shall be included in the Common Area Expenses for such period; and wages and salaries, of all on-site personnel engaged in the operation, management, maintenance, traffic control or access control of the Center, including taxes, insurance, and benefits relating thereto (provided, however, that if during the Lease Term such personnel or entities are working on projects being periodically developed or operated by Landlord as well as the Center, their wages, salaries, fees, and related expenses, shall be appropriately allocated among all of such projects and only that portion of such expenses reasonably allocable to the Center shall be included in the calculation of the Common Area Maintenance Fee);

XXIII.6 Common Area Maintenance Fee: Tenant's Proportionate Share of the Common Area Expenses with respect to any calendar year during the Term.

XXIII.7 Effective Date of this Lease: The date of execution of this Lease by Landlord, as indicated on the signature page hereof.

XXIII.8 Floor Area: The actual number of square feet of floor space on all levels or floors contained within a Store at the time of determination thereof (whether or not such store shall then be occupied), including, if applicable, basement, balcony and mezzanine areas, and the area occupied by walls, columns, elevators, dumbwaiters, stairs, escalators, conveyors or other interior construction and equipment within the exterior face of the exterior walls of a Store (except party walls, as to which the center line instead of the exterior face shall be used). Any wall facing any enclosed mall or a service or fire corridor shall be deemed an exterior wall.

XXIII.9 Force Majeure: Acts of God, unanticipated adverse weather, strikes, riots, shortages of labor or materials, war, governmental laws, regulations or restrictions, or other causes beyond the control of the applicable party hereto.

XXIII.10 Gross Leasable Area: The aggregate area of Floor Area (measured in square feet) in the Center, including the Premises, but excluding the Common Area. Gross Leasable Area will be determined by Landlord from time to time.

XXIII.11 Intentionally Omitted.

XXIII.12 Insurance Charge: Tenant's Proportionate Share of insurance premiums payable by Landlord for any insurance obtained by Landlord with respect to the operation, ownership or use of the Center for any calendar year during the Term.

XXIII.13 Landlord: The party named as "Landlord" in Section 1.1(b), its successors, legal representatives and assigns.

XXIII.14 Landlord's Work: The work (if any) to be performed by Landlord pursuant to Exhibit "F," if attached hereto.

XXIII.15 Lease Term or Term or Term of this Lease: The period set forth in Section 1.1(i).

XXIII.16 Lease Year: A calendar year during the Lease Term; except that if the Commencement Date occurs on a date other than January 1, the first Lease Year shall commence on the Commencement Date and end on December 31 of the year in which the Commencement Date occurs, and if the Lease Term expires on a date other than December 31, the last Lease Year shall expire on the date of expiration of the Lease Term.

XXIII.17 Minimum Rent: As set forth in Section 1.1(j), payable in accordance with Article III.

XXIII.18 Intentionally Omitted.

XXIII.19 Permittees: Partners, officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants and concessionaires of Landlord, Tenant or any occupant of the Center.

XXIII.20 Permitted Use: As set forth in Section 1.1(s).

XXIII.21 Premises or Leased Premises: As described in Section 1.1(g).

XXIII.22 Ready for Occupancy: Section 2.4 provides that Tenant is to accept the Leased Premises "AS IS.". Therefore, Ready for Occupancy shall be deemed to occur on the Effective Date of this Lease, and the Lease shall commence as of the Commencement Date as stated in Section 1.1(j)

XXIII.23 Real Estate Taxes: All real estate taxes, assessments, improvements or benefits, water, sewer or other rents, occupancy taxes and other governmental impositions and charges of every kind and nature whatsoever, whether general or special, foreseen or unforeseen, which at any time during the Lease Term may be levied, assessed, imposed, become due and payable or create liens upon, or arise in connection with the use, occupancy or possession of the Center, but excluding any charge, such as a water meter charge and the sewer rent or service charge based thereon, which is measured by the consumption of the actual user of such item or service and for which a separate charge is made to tenants or other occupants of the Center. Landlord may, at its option, avail itself of the benefit of the provisions of any statute or ordinance permitting any assessment for public betterments or improvements to be paid over a period of time and, if Landlord so elects, Real Estate Taxes shall include only the current annual installment of any such assessment and the interest on unpaid (but not delinquent) installments. A tax bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of the Real Estate Taxes or installment thereof. Real Estate Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord; provided, however, that if at any time during the Lease Term the methods of taxation prevailing on the Effective Date of this Lease shall be altered so that in lieu of or as a substitute for the whole or any part of the Real Estate Taxes then levied, assessed or imposed on real estate there shall be levied, assessed or imposed (a) a tax on the rents received from such real estate, or (b) a license fee measured by the rents received or receivable by Landlord from the Center or any portion thereof, or (c) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the economic value of the Center, or any portion thereof, then the same shall be included in the computation of Tax Charge hereunder, computed as if the amount of such tax or fee so payable were that which would be due if the Center were the only property of Landlord subject thereto.

XXIII.24 Rent or Rental: All monetary obligations of any kind or character of Tenant to Landlord and/or to the Merchants' Association (if Exhibit "E" is attached hereto) under the terms of this Lease.

XXIII.25 Security Deposit: As set forth in Section 1.1(m) and Section 3.5.

XXIII.26 Store: Any portion of a building (including the Leased Premises) located in the Center intended to be used for the sale of goods or services.

XXIII.27 Tax Charge: Tenant's Proportionate Share of Real Estate Taxes with respect to any calendar year during the Term, together with any costs incurred by Landlord in such year to contest or seek reductions in Real Estate Taxes (including fees of tax consultants and reasonable attorneys fees).

XXIII.28 Tenant: The party named as "Tenant" in Section 1.1(d), its permitted successors, legal representative and assigns (subject to Article XV).

XXIII.29 Tenant's Proportionate Share: The ratio of the Floor Area of the Premises to the Gross Leasable Area as determined by Landlord from time to time.

XXIII.30 Tenant's Trade Name: As set forth in Section 1.1(f).

XXIII.31 Tenant's Work: The work (if any) to be performed by Tenant pursuant to Exhibit "F," if attached hereto.

XXIII.32 Utility Facilities: The network of pipes, lines, conduits, wires and other interconnecting facilities within the Center through which heat, air conditioning, water, sewage, storm drainage, telephone, communications, electricity, gas and other utility services utilized by any occupant in the Center are received, transmitted or discharged.

(signatures appear on the page below)

EXECUTED by Landlord the 28 day of Sept, 2018.

LANDLORD: EUJODO, LTD

By: EUJODO Associates, L.L.C.,  
its general partner

By: 

Name: Gene DOUGLAS

Title: President

EXECUTED by Tenant the 14 day of September, 2018.

TENANT: BTDI JV, LLP

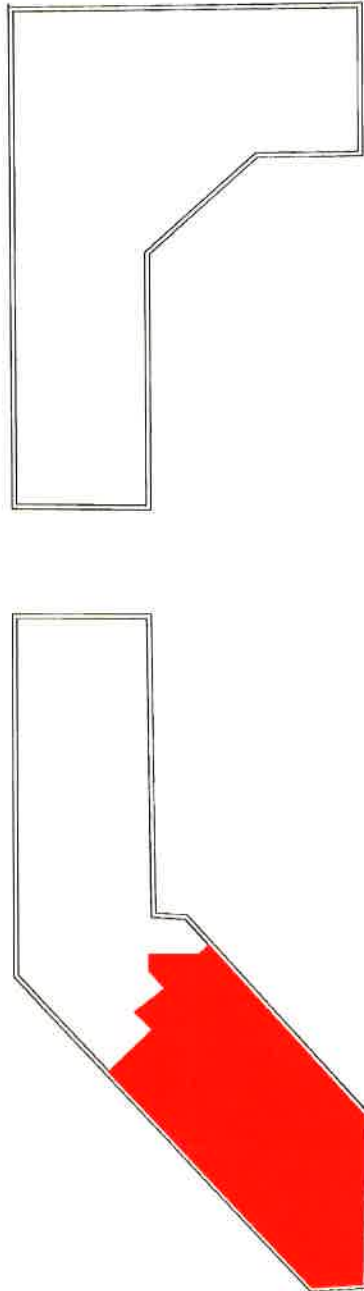
By: 

Name: Brian Smith

As Its: Chief Development Officer & Treasurer

EXHIBIT "A"

PLAN OF PREMISES



**LOUIS PASTEUR DRIVE**

**LOCATION PLAN**

EXHIBIT "A-1"

LEGAL DESCRIPTION

The Premises are described as follows:

Approximately 11,338 square feet located at 7220 Louis Pasteur, Suite 115, San Antonio, Bexar County, Texas on the lot legally described as approximately 5.252 acres of land out of Oakhills Park, Unit 1-A, Lot 46, Block 1, NCB 12811.

EXHIBIT "B"

TERM OF LEASE

PRIMARY TERM.

The primary term of this Lease (the "Primary Term") shall commence on the Commencement Date and shall terminate at midnight on the last day of the month indicated in Section 1.1(i) unless said term shall be sooner terminated under the terms and provisions hereof. The number of months indicated in Section 1.1(i) are full calendar months and does not include any partial month following the Commencement Date in the event this Lease commences on a date other than the first day of a calendar month.

## EXHIBIT "C"

### SIGN CRITERIA

#### SUBMISSION REQUIREMENTS

Tenant shall give this exhibit with the accompanying drawings to its sign company (the "Sign Company") to serve as a guide in preparing design and cost estimates for Tenant's sign at the Premises.

The Sign Company shall submit four (4) copies of Tenant's sign drawings to Landlord at the address set forth in Section 1.1(c) of this Lease.

Tenant shall obtain Landlord's approval prior to Tenant authorizing the Sign Company to proceed with fabrication of Tenant's sign.

#### LIABILITIES/RESPONSIBILITIES/LIMITATIONS

Tenant shall be liable and shall bear all costs associated with the removal of and/or correction of any sign, sign installation or damage to the Center by any sign that does not conform to the sign criteria described in this Exhibit "C."

All signs shall be constructed and installed at Tenant's expense.

All permits for signs and sign installation shall be obtained by Tenant.

#### PERMANENT SIGNS

All signs shall be fabricated and installed in strict compliance with the City of San Antonio Building Code.

#### GROUND-MOUND SIGNS:

Trailer signs, multi-tenant signs, pylon free standing signs and signs with exposed or flashing lights are prohibited.

#### THE FOLLOWING SIGNS ARE SPECIFICALLY PROHIBITED:

1. Temporary trailer signs and/or trailer marquee signs.
2. Animated moving or flashing signs.
3. Iridescent painted signs.
4. Exposed neon, fluorescent or incandescent illumination.
5. Dayglo colors.
6. Signs which make or create noise.
7. Box type signs.
8. Banner flags or pendants.

#### WINDOW GRAPHICS

Except as specifically provided below, glass areas of the Premises' storefront shall remain free of any and all graphics.

Tenant shall not place any illuminated or large signs behind the Premises' storefront that are visible from the exterior of the Premises.

Tenant shall provide and install 3-inch die cut address numbers for the Premises at the Premises' storefront. Tenant may also install, in 3-inch die cut letters and numbers, Tenant's hours of operation and entrance/exit information at the Premises storefront. All such letters and numbers shall be precision die cut from sheet vinyl and supplied as prespaced legends sandwiched between a protective carrier and backing strip. Numbers and letters shall be cut for application to the outside surface of glass. Letter style shall be Clarendon Bold in white.

Tenant shall also provide and install vinyl die cut letters and numbers indicating Tenant's name and address numbers on the rear service door of the Premises, if any (see detail for layout of space number and name). All such numbers and letters shall be precision die cut from sheet vinyl and supplied as prespaced legends sandwiched between a protective carrier and backing strip. Numbers and letters shall be cut for application to the outside surfaces of doors. Letter style shall be Clarendon Bold in white.

FASCIA-MOUNTED TENANT SIGNS:

The Tenant's sign shall be vehicle-oriented and shall be legible from the roadway adjacent to the Center, as designated by Landlord. Tenant's sign shall be uniform in construction. Fabrication of the Tenant's sign shall be internally illuminated channel letters with opaque metal sides and smooth translucent plexiglass face.

## EXHIBIT "D"

### PYLON SIGN

A. Pylon Sign. Landlord has constructed a pylon or multi-tenant community sign on the Property. In accordance with the provisions below, Tenant shall have the right to its name on one section to be identified by Landlord.

B. Landlord Approval. Tenant's sign face shall contain Tenant's Trade Name and shall not contain any other writing or logos unless otherwise previously approved in writing by Landlord. The size, color and design of Tenant's sign frame and sign face shall be subject to Landlord's sign criteria as well as all applicable sign ordinances, deed restrictions, and building codes. Landlord's approval of the sign frame and the sign face shall not constitute any warranty or representation that the same complies with any applicable governmental or restrictive covenant requirements or that any required approval by any governmental entity or architectural review committee or other person so authorized under any restrictive covenants has been or will be obtained.

C. Installation. Prior to installing the sign frame or sign face, Tenant shall submit for Landlord's approval three copies of a detailed drawing of the sign frame and the sign face. Tenant shall not install its sign frame or sign face without receiving Landlord's prior written approval. Within 30 days after receiving Landlord's approval, Tenant shall install or have installed the sign frame and/or sign face. Tenant shall be solely responsible for obtaining any and all permits required by any applicable governmental entity. Tenant shall comply with any licensing requirements in the installation of its sign frame and/or sign face. In the event that Tenant has not installed its sign frame and/or sign face in conformance with this Exhibit "D" within 6 months from the Commencement Date of the Lease, Tenant's right to install same shall become null and void.

D. Sign Face Maintenance. Tenant agrees to maintain at its sole cost and expense its sign frame and sign face in a first-class condition at all times, and to repair or replace at its sole cost and expense the sign frame and sign face should it become cracked, torn, broken, faded, weathered, or otherwise in need of refurbishment. Tenant shall obtain and maintain at its sole cost and expense all permits required for display of Tenant's sign face throughout the Term of this Lease.

E. Pylon Sign Maintenance. Landlord shall maintain the lamps, ballasts, frame, and associated wiring of the Pylon Sign.

F. Removal/Alterations. Notwithstanding anything herein to the contrary, Landlord shall not be responsible for any loss or damage suffered by Tenant as a result of any governmental act such as a street widening, or a change in applicable law or ordinance that governs the existence of the Pylon Sign. In the event of a casualty loss of the Pylon Sign (or the removal thereof as a result of a street widening or change in applicable law) Landlord shall be under no obligation to rebuild or replace the Pylon Sign. Notwithstanding anything herein to the contrary, and except as set forth in A above regarding the temporary location of Tenant's initial sign, Landlord retains the right to relocate Tenant's sign frame or sign face upon the Pylon Sign, at any time, to such other location on the Pylon Sign or on such other pylon sign as Landlord shall determine in its sole discretion; provided, however, that Landlord shall pay all costs and expenses required to relocate Tenant's sign frame and/or sign face and the Pylon Sign Charge shall be abated during the time that Tenant's sign frame and/or sign face is being moved or is not being displayed on the Pylon Sign (or other pylon sign), as a result of the exercise of Landlord's rights under this Paragraph.

G. Pylon Sign Charge; Default. Tenant shall pay to Landlord monthly in advance throughout the Term the Pylon Sign Charge set forth in Section 1.1(q). In the event that Tenant defaults in the payment of the Pylon Sign Charge or otherwise fails to comply with this Exhibit, Landlord shall have the right to treat same as an Event of Default under this Lease and Landlord shall have the right, without limitation of any of its other rights or remedies, to remove Tenant's sign face from the Pylon Sign (if applicable) and to terminate Tenant's right to use the Pylon Sign.

H. Removal of Tenant's Sign Face. On or before the termination of this Lease, Tenant shall at its sole cost and expense remove Tenant's sign face (but not the sign frame) on the Pylon Sign, replace it with a new blank sign face, and repair any damage caused by such removal and replacement. Except as otherwise expressly permitted in this Exhibit, Tenant shall not remove, alter or replace Tenant's sign face or sign frame without Landlord's prior written consent.

EXHIBIT “E”

GUARANTY

*Intentionally deleted*

## EXHIBIT "F"

### WORK AGREEMENT

(AS IS)

This Exhibit "F" sets forth the obligations of Landlord and Tenant with respect to the design and construction of the Leased Premises and the payment of design and construction costs. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Exhibit. When work, services, consents or approvals are to be provided by or on behalf of Landlord, the term "**Landlord**" shall include Landlord's employees, agents and contractors.

1. Landlord's Work. Landlord shall provide the Leased Premises in its "AS IS", "WHERE IS", condition, "WITH ALL FAULTS".

2. Tenant's Work. Subject to the Tenant Improvement Allowance described below in Section 5, Tenant is required to perform the work depicted and described herein Exhibit "G" & Exhibit "G-1".

3. Tenant Improvements. The term "**Tenant Improvements**" shall mean all improvements shown in Exhibit's F-1 & G-1 included herein. The Tenant Improvements shall not include any personal property of Tenant. Landlord shall perform the Tenant Improvements in accordance with the following:

(a) Landlord or Landlord's agent will manage construction of the Tenant Improvements. Landlord will select all consultants and vendors, including, engineers, contractors and subcontractors. In connection with Landlord's coordination of activities during the construction of the Tenant Improvements, Tenant shall be responsible for a construction coordination fee payable to Landlord in the amount of five percent (5.00%) of the total cost to design and construct the Tenant Improvements (the "**Coordination Fee**"), which shall be deducted from the Tenant Improvement Allowance described below. Landlord will perform the Tenant Improvements in a good and workmanlike manner, in accordance with the Working Drawings, and in compliance with the Lease, this Exhibit and all legal requirements. Tenant agrees to keep and store all materials and equipment in the interior of the Leased Premises, and limit, to the extent possible, any work or activity outside of the Leased Premises. Landlord may enter upon the Premises at all reasonable times to inspect the construction of the Tenant Improvements. Tenant's failure to comply with the terms of this Exhibit will constitute a default under the Lease.

(b) Landlord will require the contractor to maintain insurance in the following coverages and amounts, naming Landlord and Tenant as additional insureds, and will provide Landlord with certificates of insurance evidencing the same within ten (10) days after the date the Lease is fully-executed by Landlord and Tenant, and in any event prior to the time that Landlord or its contractors enter upon the Leased Premises:

1. Workers' Compensation Insurance in statutory limits, and employer's liability insurance with a limit of at least \$500,000;
2. Commercial general liability insurance (including Contractor's Protective Liability Coverage) on an occurrence basis, including coverages A, B, and C on the Standard Texas form, with a minimum single limit of \$2,000,000; and
3. Motor vehicle liability and property damage insurance on an occurrence basis, including coverage for hired and non-owned automobiles, with a minimum single limit of at least \$1,000,000.

(c) Neither Landlord nor Landlord's agents or contractors will be responsible to Tenant for damage or destruction of the Tenant Improvements or Tenant's property. Tenant will be responsible for all injury or damage to persons or property resulting from the construction and performance of the Tenant Improvements. Landlord will cause the contractor to indemnify Landlord and hold Landlord harmless from every claim, expense, liability or cause of action for injury or damage to persons or property arising out or suffered through any act or omission of the

contractor, its employees, subcontractors or others under their supervision. Landlord's contract with the contractor will expressly so provide.

(f) In addition to the above, Landlord's construction contract will provide, among other things, that:

1. The work will be performed and materials provided on the sole credit of Tenant, and no lien for labor or materials will be filed or claimed by the contractor against the Leased Premises or the Center;
2. The contractor will execute a lien waiver in form and content acceptable to Landlord, and will discharge any lien filed or claims made by anyone furnishing labor or materials to the Leased Premises; and
3. The contractor will ensure that all trash and refuse generated in connection with the work will be removed at the contractor's expense.

(g) During the construction of the Tenant Improvements, Tenant shall have the non-exclusive right to park within the Common Area; provided that Landlord shall have the right to designate specific areas in which Tenant is required to park to minimize any disruption to operations of other tenants in the Center.

(h) During the construction of the Tenant Improvements, Tenant shall provide and pay for connections, metering and consumption of all temporary utilities brought to such a point as determined by Landlord.

#### 4. Space Plans and Working Drawings.

(a) Schematic Space Plan. Landlord and Tenant have approved the Schematic Space Plan for the Leased Premises attached hereto as Exhibit "F-1" (hereinafter referred to as the "Space Plan").

(b) Preparation and Approval of Working Drawings. Landlord shall cause the architect to prepare and submit to Tenant drawings (the "**Working Drawings**"), which shall be reasonably compatible with the building as to design, construction, and equipment, and shall, contain such information as may be reasonably required for the construction of the Tenant Improvements, including, if applicable, the location of partition walls, plumbing, air conditioning system and ductwork, and office equipment. The Working Drawings may be submitted in one or more stages and at one or more times, and the time periods for Tenant's approval (not to be unreasonably withheld, conditioned or delayed) shall apply with respect to each such portion submitted. Within five (5) business days, Tenant shall either approve the Working Drawings, or such portion that has been submitted, or notify Landlord within such five (5) business day period of any specific changes required to be made to the Working Drawings to correct a Design Problem (hereinafter defined). If Tenant advises Landlord that changes to the Working Drawings are required, Landlord shall direct the Architect to revise the Working Drawings to address any Design Problems and resubmit same to Tenant for Tenant's approval. This process, including the five (5) business day Tenant review period, shall continue until Tenant has approved the Working Drawings. The costs incurred by Landlord to prepare the Working Drawings shall be deducted from the Tenant Improvement Allowance (as defined below). As used herein, "Design Problem" shall mean only those items which would: (i) materially adversely affect the Leased Premises and/or Tenant's systems therein; (ii) materially adversely affect the appearance of the Leased Premises; and/or (iii) unreasonably interfere with the normal and customary business operations of Tenant in the Leased Premises.

(c) Plan Approvals. Landlord shall submit the Working Drawings to Tenant in electronic format via email and, upon request by Tenant, in hard copy format via United Parcel Service or other commercial overnight courier. The review process by Tenant described in paragraphs (a) and (b) above will not repeat more than three (3) times.

#### 5. Tenant Improvement Allowance.

Of the costs incurred by Tenant to construct the Tenant Improvements, Landlord agrees to pay to Tenant an allowance (the "**Tenant Improvement Allowance**"), to be applied to the cost of designing and performing the Tenant Improvements (including without limitation the cost to prepare the Working Drawings), equal to the lesser of (1) the actual cost of the Tenant Improvements made in accordance with this Exhibit, or (2) \$90,704.00. Landlord's obligation to

pay Tenant this amount shall not bind any mortgagee of the Center or any party acquiring title through or under any such mortgagee. Tenant may, at its own discretion, allocate the Tenant Improvement Allowance toward any hard costs, including, but not limited to, cost of labor, cost of materials, and toward any soft costs including, but not limited to, architectural and engineering fees; provided that the Tenant Improvement Allowance shall not be utilized for the purchase or installation of furniture, fixtures and equipment, information technology and data facilities and equipment or for moving costs, all of which shall be at Tenant's sole cost and expense. The Tenant Improvement Allowance will be paid to Tenant after all of the following conditions have been satisfied:

- (a) The Leased Premises have been completed in all respects in accordance with this Exhibit and with the approved Working Drawings;
- (b) Tenant has furnished evidence satisfactory to Landlord that all of the Tenant Improvements have been paid for other than work to be paid with the Tenant Improvement Allowance, and that any and all liens therefor that have been or may be filed have been satisfied or waived of record;
- (c) Tenant has occupied the Leased Premises and opened for business in the Leased Premises;
- (d) Tenant has executed and delivered to Landlord a letter in form and substance satisfactory to Landlord accepting the Leased Premises;
- (e) Tenant has provided Landlord with any certificates of insurance required by this Exhibit or the Lease;
- (f) Tenant has provided Landlord with an unconditional Certificate of Occupancy for the Leased Premises;
- (g) Tenant has provided Landlord with a complete set of as-built construction drawings; and
- (h) Tenant is not then in default under any of the provisions of the Lease or any modification or Exhibit thereto. If Tenant is in default or there remain outstanding sums due by Tenant to Landlord, Landlord may apply Tenant Improvement Allowance to satisfy the outstanding sums and/or to cure Tenant's default. Tenant's failure to open for business within the time required by the Lease will not, absent any other default, give Landlord the right to offset against the construction allowance.

EXHIBIT "F-1"

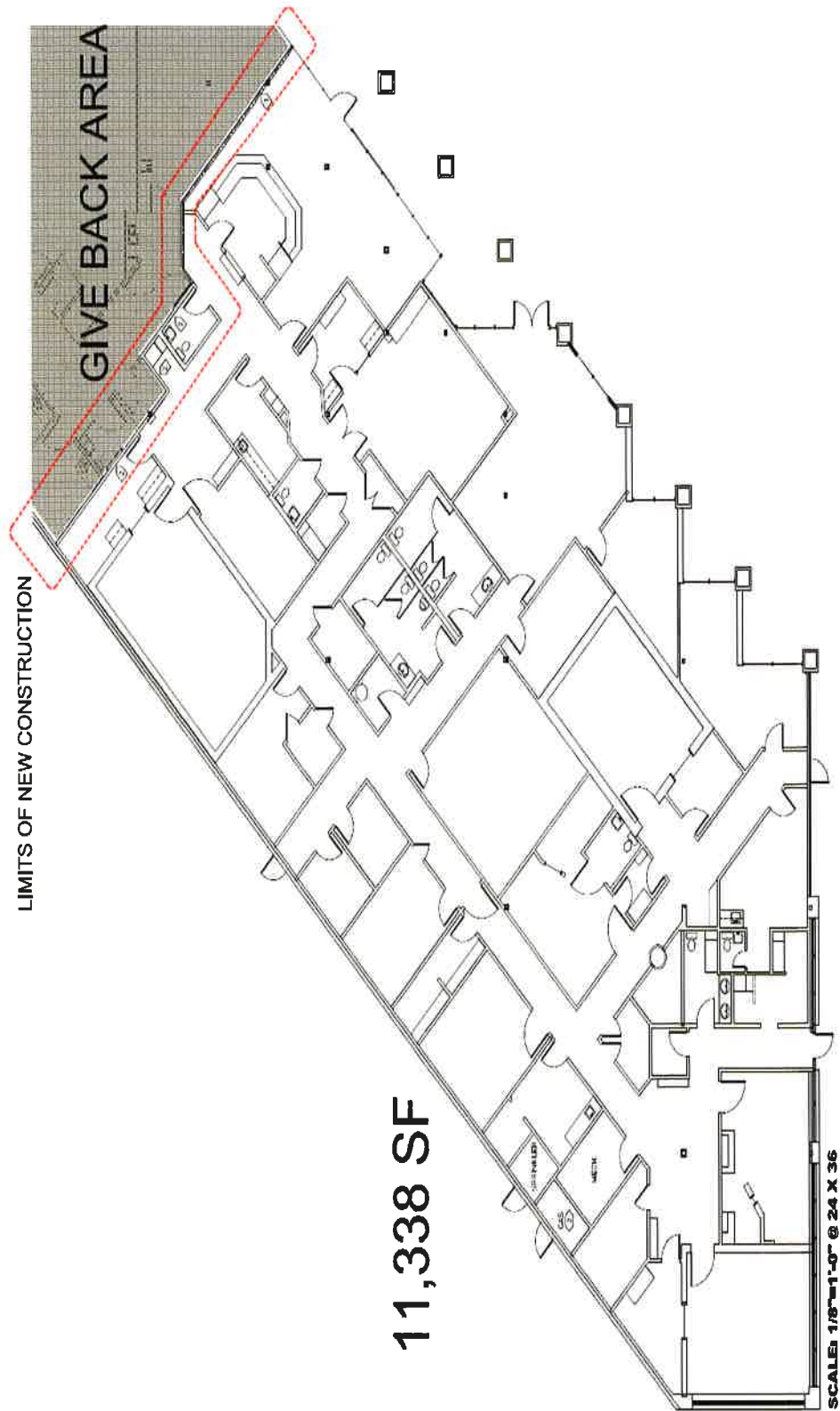
SCHEMATIC SPACE PLAN

## TENANT'S WORK

This Exhibit "G" sets forth the obligations of Tenant with respect to the design and construction of the work depicted and described included herein as Exhibit "G-1". Terms that are defined in the Lease shall have the same meanings when such terms are used in this Exhibit.

EXHIBIT "G-1"

DEMISING WORK



DEMISING WORK PRICING NOTES

KEYNOTES FOR DEMISING WORK

1. New 1 hour demise wall construction as show.  
Tape, Bedd, Texture and paint Touchstone side of wall.  
Provide Base to match exisiting waiting room.  
Provide Sound attenuation floor to deck.  
Provide sheetrock and tape only on give back side.
2. Convert existing wall to 1 hr wall construction.
3. Exisiting med gas closet and lines to remain

#### **SCOPE OF WORK – ELECTRICAL & HVAC**

Electrical service shall be divided to separate the Premises from the Give Back Area (as shown above). The Give Back Area shall be fully functional as a separate lease area.

Provide new elctrical panel(s) in the Give Back Area at a location to be determined by Landlord.

Relocate all electrical associated with emergency generator, transformer, switch and panel to Give Back Area

Install new 200 amp electrical meter loop, feeder and panels to Give Back Area.

Recircuit all outlets and light fixture switches in Give Back Area to new panel

Provide a new light switch in the Give Back Area waiting room and recircuit the fixtures in this area

Modify exisiting ductwork, diffusers and thermostats so that HVAC for Give Back Area is separated from the Touchstone Premises.

Separate the existing RTU's servicing both the Touchstone Premises and the Give Back Area and recircuit to new panel in the Give Back Area.

#### **SCOPE OF WORK – SPRINKLER**

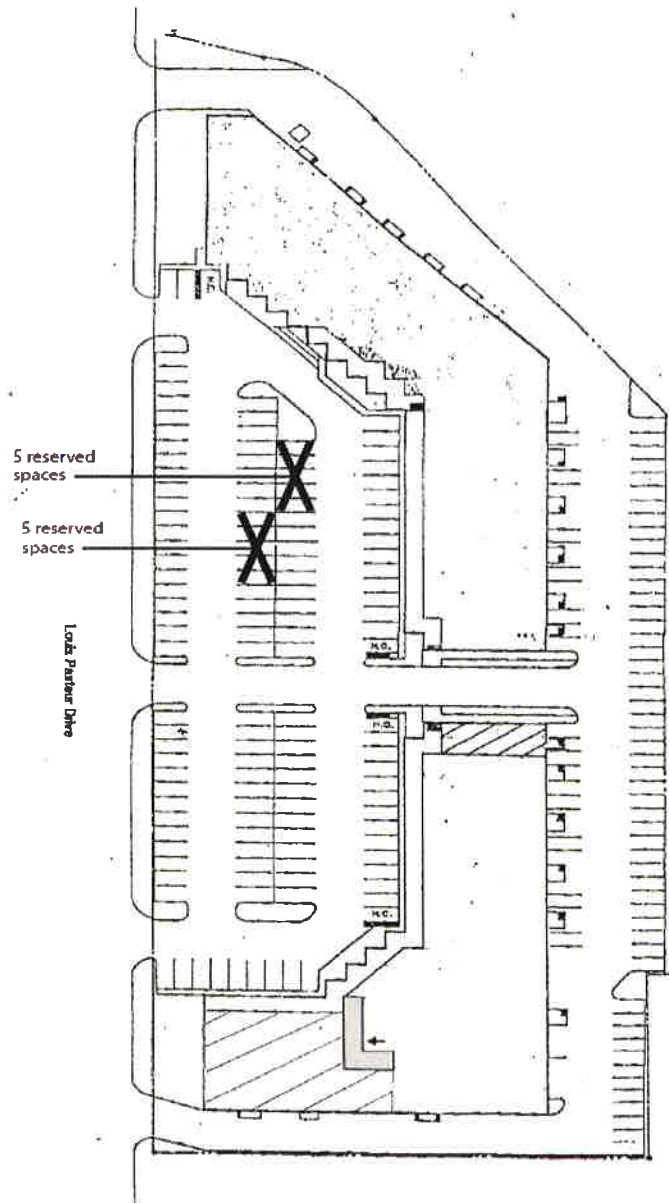
Relocate-Supplement sprinkler heads as required due to new demise wall for a code complaiant system

#### **EXHIBIT "H"**

##### **PARKING**

Landlord agrees to provide ten (10) reserved parking spaces for Tenant, as designated by

Landlord. The graphic below depicts the location of Tenant's reserved parking as of the effective date of the lease.



Tenant will load or unload any and all trucks in the back of the building and not in front of its Premises.

Landlord may require Tenant's employees and licensees to park in the unreserved parking spaces located behind the building. At Landlord's request, Tenant shall furnish Landlord with an up-to-date list of vehicle license plate numbers of all of its employees and licensees. No vehicles, unless specifically approved by Landlord, will be permitted to park on the Common Area overnight or during the hours the Center is not open other than employees or licensees coming to or leaving work at the Premises.